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West Genesee Central School District  
And West Genesee District Office  
Persnl

**OFFICE PERSONNEL AGREEMENT**

**1995 - 1998**

**WEST GENESEE CENTRAL SCHOOLS**

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WEST GENESEE SCHOOL DISTRICT OFFICE PERSONNEL  
West Genesee Central Schools  
Camillus, New York 13031

A G R E E M E N T

This Agreement is between the West Genesee Central School District Superintendent (hereinafter referred to as the "Superintendent," "District" or "the employer") and the West Genesee District Office Personnel (hereinafter termed "the Association").

ARTICLE I

Recognition

The District recognizes the Association as the exclusive representative for Civil Service Office Personnel employed by the District for purposes of collective bargaining with respect to wages, hours and conditions of employment as required by PERB (Public Employment Relations Board) for all full-time and part-time office personnel.

Excluded from the Association are the positions of Secretary to the Superintendent, Accounting Supervisor, Assistant Accounting Supervisor, Secretaries to the Assistant Superintendent for Personnel and Administration, Curriculum and Instruction, and Management Services, Payroll Clerks, temporary employees, substitute employees and all other employees.

ARTICLE II

Definitions

Full-time employees are those who regularly work thirty five (35) - thirty seven and one half (37 1/2) hours per week.

Part-time employees are those who regularly work ten (10) or more hours per week.

ARTICLE III

District Jurisdiction

The West Genesee School District office personnel hereby recognizes that the District has sole jurisdiction over the operation and management of the School District.

The District has the right to determine the number of employees needed to perform the work.

The District also has the right to direct employees, including the right to hire, promote, demote, transfer, discipline and discharge, provided none of these functions of the District shall be exercised as to abrogate any special provision of this contract or the laws of the State of New York or of the Federal Government.

Article III (contd)

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then that part of the Agreement will be deemed invalid.

ARTICLE IV

Probationary Period

1. New employees shall serve a probationary term of not less than eight (8) or more than fifty two (52) weeks. At the end of the twenty six (26) weeks the District will,
  - A. grant permanent employment status, or
  - B. extend the probationary appointment for another twenty six (26) weeks, or,
  - C. dismiss the employee.

In any case the employees and the Association President will be notified in writing of the District's decision.

2. During the probationary period the employees will be entitled to use the grievance procedure contained herein, except for continued employment decisions as noted in paragraph one (1) above.
3. New employees in the District shall be considered as effectively employed and entitled to salary and benefits after attendance at the first regularly scheduled workday.

ARTICLE V

Workday, Work Week and Work Year

1. The work week for all employees in determining overtime will cover the period from Sunday at 12:01 a.m. to midnight the following Saturday.
2. Before an employee shall exceed forty (40) hours a week, the Superintendent or his designated representative must give prior written approval.
3. If employees worked in excess of forty (40) hours per week in any one (1) week, the employees shall have option to take time off in lieu of overtime payment or receive one and one half (1 1/2) times their hourly rate for that time which the Superintendent or his representative has approved.
4. The workday shall be seven and one half (7 1/2) hours, excluding lunch, except during the days when the cafeterias do not serve, the secretaries will then work a seven (7) hour day.

Article V (contd)

5. The work year shall be as follows:

Ten (10) month employees: September 1-June 30  
Eleven (11) month employees: July 1-July 15; August 15-June 30.  
Twelve (12) month employees: July 1-June 30.

ARTICLE VI

Vacation/Holidays for Office Personnel

1. Number of Days - Vacation Days

- A. Ten (10) month office personnel - eleven (11) days.
- B. Eleven (11) month office personnel - twelve (12) days.
- C. Twelve (12) month office personnel - thirteen (13) days

2. Standard Days for Everyone

1 New Years Day

1 Washington's or Martin Luther King's Birthday  
(as per school calendar)

1 Good Friday

1 Memorial Day

1 Labor Day

1 Columbus Day

1 Veterans Day

2 Thanksgiving Day

2 Christmas

11 days

Additional days beyond the eleven (11) standard holidays will be determined by the president of the Association and the Superintendent of Schools or his designee (one [1] day for eleven [11] month personnel; two [2] days for twelve [12] month personnel). Part-time employees receive holidays on a prorated basis.

- 3. Ten (10) month office personnel will get eleven (11) vacation days and eleven (11) holidays, making a total of twenty two (22) days to be taken when school is not in session.

## Article VI (contd)

Eleven (11) month office personnel will get twelve (12) vacation days and twelve (12) holidays, if one is July 4, to make a total of twenty four (24) days to be taken during the school year.

Vacation days for ten (10) and eleven (11) month office personnel are established for pay purposes only and no days are to be used when an employee is required to work.

Twelve (12) month office personnel will get thirteen (13) vacation days and twelve (12) holidays, making a total of twenty five (25) days to be taken during the year, but one will be July 4.

Twelve (12) month office personnel will get an additional five (5) days, making a total of thirty (30) days, after they have completed ten (10) years in the District (Part-time employees are not included in this provision).

Eleven (11) and Twelve (12) month office employees may use earned vacation time between July 1 and June 30 when school is not in session. Any vacation days to be taken during a day when school is in session must first have the written approval of the Superintendent or his designated representative.

Twelve (12) month new provisional and/or probationary employees must complete six (6) months of service before any earned vacation can be taken.

Earned vacation for one (1) year, not to exceed ten (10) days, may be carried over to the next succeeding year only. Any accrued vacation time shall be paid the employees or their beneficiary at the time of termination, retirement, or death. Vacation paid pursuant to the above will be computed as follows: That portion of unused vacation carried over from the previous year plus prorated vacation earned in the current year less vacation days not eligible to be taken prior to the end of the current school year.

## ARTICLE VII

### Leaves

#### Family Sick Leave

The following days per school year will be allotted and deducted from sick days for critical illness or hospitalization for each individual incident (i.e., heart attack (1); cancer operation (1); not for a prolonged illness of the same):

1. Five (5) days - husband, wife, mother, father, son, daughter
2. Three (3) days - brother, sister, grandparent, granddaughter, grandson, mother-in-law, father-in-law

Article VII (contd)

3. One (1) day - niece, nephew, cousin, sister-in-law,  
brother-in-law, aunt, uncle

ONE (1) DAY WILL BE GIVEN three hundred (300) miles of travel at approval of the Superintendent.

Death Leave

The following days per school year will be allotted and deducted from sick days:

1. Five (5) days - husband, wife, mother, father, son, daughter
2. Three (3) days - brother, sister, grandparent, granddaughter,  
grandson, mother-in-law, father-in-law
3. One (1) day - niece, nephew, cousin, sister-in-law,  
brother-in-law, aunt, uncle

ONE (1) DAY WILL BE GIVEN three hundred (300) miles of travel at approval of the Superintendent.

Personal Leave

Office personnel may use up to three (3) days per year of personal leave without loss of pay provided it is used only for the following specific reasons (Unused personal leave will be added to the accumulated sick leave.):

1. Attorney, mortgage or realtor's office
2. College graduation immediate family (1 day per incident)
3. Marriage immediate family (1 day per incident)
4. Presence requested by government agency
5. Special religious holiday
6. Personal disaster
7. Enrollment of a son or daughter in Freshman year at an institution of higher learning (one [1] day per incident)
8. One (1) day subject to approval of the Superintendent.
9. Birth in immediate family: Son, daughter, daughter-in-law, son-in-law (per incident)
10. Personal day without reason (maximum of one [1] day per year, July 1 - June 30). It must have the approval of the principal (or supervisor) and Superintendent of Schools and is subject to these principles:



Article VII (contd)

- A. Not for recreation.
  - B. Prior notice (24 hours) must be given.
  - C. No substitute shall be needed.
  - D. Personal day without reason cannot be requested the day before or the day after a holiday or vacation period.
11. Only one (1) personal leave day may be taken at one time for the reasons listed above unless written permission from the Superintendent of Schools is obtained.

The personal day without reason is part of the three (3) total allowed at present.

Sick Leave

- 1. School office employees will be allowed one and two tenths (1.2) days of sick leave per month.
- 2. New Civil Service Office Personnel hired by the District after 1 July 1985, will accrue one and two tenths (1.2) days sick leave per month for one (1) year. After the first (1st) year of employment by the District these new employees shall be entitled to sick days on the same basis as other Civil Service Office Personnel Association members.
- 3. A physician's certificate for personal illness may be required by the Superintendent of Schools.
- 4. There will be a cap of two hundred forty (240) days on sick leave accumulation. Sick days will continue to be awarded as per number one (#1) and number two (#2) above, while the two hundred forty (240) day cap will be imposed on June 30 of each new year.
- 5. Those bargaining unit employees whose accumulation as of 28 September 1988 exceeds two hundred forty (240) days will continue to accrue days without limit, but no new employee may enter this category.

Pregnancy Disability Leave

Association members who are pregnant may continue in active employment as late into their pregnancy as they desire, provided that their attending physician verifies in writing that they are capable of performing their professional obligations. Such verification will be provided to the Superintendent or his representative on a monthly basis beginning with the sixth (6th) month of pregnancy. Association members will have the right to:

- 1. Return to active employment whenever, after delivery, their physician verifies in writing that they are capable of performing their professional obligations.

Article VII (contd)

2. Use their accumulated sick leave benefits in the event that they are not capable of performing their professional obligations by reason of a medical disability as verified by their physician in connection with or resulting from their pregnancy.

Reasonable notice will be given by the employees when they intend to leave and when they intend to return.

Child Rearing Leave

In the case of a birth, or the adoption of a child of ten (10) years or less, Association members, upon written request to and approval by the Board of Education, will be granted a leave of absence for up to two (2) years under the following conditions:

1. Requests will be submitted at any time between the commencement of the pregnancy and six (6) months after the birth of the child. In the case of adoption, the request shall be made prior to the actual date of placement.
2. All child rearing leaves will be without salary. Insurance benefits will be continued during such a leave of absence only if the members assume the total cost of such continued coverage. Such insurance benefits may be purchased through the District.
3. All sick leave benefits to which the members were entitled at the time of the leave of absence will be restored upon return to work.

Leave of Absence

The Board of Education may, at its discretion, grant leaves of absence, either with or without pay, upon application by a member of the office staff. The leave shall in no case be for more than one (1) calendar year except in the case of maternity, which may not exceed a period of two (2) years.

ARTICLE VIII

Jury Duty

Employees shall not suffer a reduction in compensation for the time spent on jury duty.

ARTICLE IX

No Strike

During the term of this Agreement, the Association hereby affirms a policy that does not assert the right to strike against the District; nor will it assist or participate in any strike by other District employees against the District; nor will it impose any obligation on said employees to conduct, assist or participate in a strike against the District on their behalf.

ARTICLE X

Payroll Deductions

1. The District will have payroll deductions for those items granted other employees of the District which each employee authorizes.
2. NYSUT Benefit Trust The District shall deduct and remit payments to the NYSUT Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the District.

This benefit shall expire on June 30th in the last year of this contract.

3. Section 125 The District shall provide a Section 125 Plan in accordance with IRS regulations. This provision applies to insurance premiums only (Health and Life).

ARTICLE XI

Retirement Plan

1. The District's current retirement plan shall continue in effect for the duration of the contract. See Appendix A.
2. Clerical employees who retire under the NYS Retirement System with fifteen (15) or more years of full-time service (35 hours per week) with the West Genesee School District shall be entitled to a retirement stipend as follows:

Fifteen (\$15) dollars for each of the first (1st) one hundred (100) unused sick days.

Ten (\$10) dollars for each of the next fifty (50) unused sick days.

Part-time service (less than ten [10] months or less than thirty five [35] hours per week) is not covered by this provision.

ARTICLE XII

Group Health Insurance

1. Group Health Insurance Plan will be received by the office employees in the same manner as the instructional negotiating units.
2. Health Insurance - Secretaries who retire from the West Genesee School District will receive one (1) year free health insurance coverage for each one hundred (100) days of accumulated and unused sick leave days up to a maximum of two (2) years.
3. Clerical workers retiring in the New York State Employees Retirement Plan may continue Group Health Insurance at their own expense, providing there is no lapse of time and payments are timely.

## ARTICLE XIII

### Liability

The Board of Education in compliance with Section 3023 shall save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school buildings and will arrange for and maintain appropriate insurance with insurance companies authorized by the State of New York. However, the employees shall, within ten (10) days of the time they are served with any summons, complaint, process, notice, demand or plea, deliver the original or a copy of the same to such Board of Education.

## ARTICLE XIV

### Compensation

1. All School District employees will be covered under the Workers' Compensation Insurance secured from an insurance company authorized by the State of New York.
2. Sick leave taken by regular employees as a result of an on the job injury shall be reinstated to the employees' accumulated sick leave on a prorated scale based on the extent to which the employer is reimbursed by the Compensation Carrier for wages during the employees' absence from work. This shall be computed by dividing the daily wage of the employees into the total reimbursement from the Compensation Carrier with the quotient equal to the number of days to be credited. Fractions less than one half (1/2) day will be credited as a full day.

## ARTICLE XV

### Attendance at Conferences

The West Genesee School District office personnel, in those years when conferences are allowed for teachers, shall have up to one hundred eighty (\$180) dollars to send representatives to annual New York State Association of Educational Secretaries Conferences and/or Workshops. Conferences must be approved by the Superintendent, and no substitute will be hired during the conferee's absence. The maximum allowance for any one person will be sixty (\$60) dollars inclusive of travel expense and all other expenses. Any additional cost incurred by the conferences will in no way obligate the school district. When conference money is not available, members may be allowed to attend conferences and/or workshops at their own expense.

## ARTICLE XVI

### Office Employee Vacancies

The Superintendent or his representative will post all vacancies for office employees with the appropriate salary range if known at the time of posting. Each position shall be filled in accordance with the Civil Service Law and regulations of the Onondaga County Department of Personnel. A copy of notice of vacancies will be sent to the President and Secretary and a copy to each building principal to post. In filling vacancies and newly created positions, consideration shall be given to employees who are at the time in the employ of the District. Interested employees shall make application in writing and such applications shall be acknowledged within five (5) working days (This includes the posting of confidential positions).

## ARTICLE XVII

### Job Classification

All office employees shall be classified under the job description that has been worked out together with the Civil Service Office in Syracuse. The Superintendent of Schools reserves the right to determine the classification needed by each building, both in number of employees and Civil Service Rating. The Superintendent of Schools may add one (1) assistant supervisor in the accounting office with additional remuneration at the discretion of the Superintendent of Schools.

The job description of any new position created by the District will be forwarded to the Association president upon approval of same by the appropriate Civil Service Commission.

## ARTICLE XVIII

### Evaluation

Association members will be evaluated in writing as follows:

Permanent Employee - annually by June 30

Probationary Employee - twice during the probationary period

Provisional Employee - following the initial month of employment and as many times as deemed necessary

A conference for the purpose of reviewing the evaluation must follow. The evaluation will serve as a summary of the effectiveness of the employees' attitude, work habits and job performance. The evaluation form is to be completed in duplicate, signed by the evaluator and the employee with one (1) copy being retained by the immediate supervisor and one (1) copy filed in the employees' personnel file.

Employee evaluations will be taken into consideration when determining individuals' qualifications for promotion and/or transfer. Should Association members change positions either by choice or transfer, they shall be given an evaluation at the end of six (6) months in that position.

## ARTICLE XIX

### Abolishment of Position

If the present position is abolished, employees shall be notified in writing thirty (30) calendar days prior to the abolition date, and be placed on a preferred hiring list for a period of four (4) years from date of separation. If the first (1st) person on the list refuses an offered position, she will be deleted from the list and the second (2nd) person on the list shall be offered the job until all persons are either rehired or deleted. Seniority rights to be followed according to Civil Service ruling regulations.

Article XIX (contd)

Notice of Staff Reductions

Bargaining unit members will be notified in writing of any proposed reductions in bargaining unit positions thirty (30) calendar days prior to such reduction.

School Closings - Snow or Other Emergency Days

When school is closed, one of two plans will be put into effect:

1. A. School will be closed for everyone (Plan A).  
B. Everyone will report to work. Failure to report could result in loss of pay (Plan B).
2. When Plan "A" is in effect, employees required to work on a snow day shall be given that time off at a later date, at the approval of the immediate supervisor.
3. The determination for when bargaining unit members may leave their buildings in the event of an early closing, will be made by the Superintendent or his designee.

ARTICLE XX

Wages

1. Effective July 1995 for the 1995-96 school year the following salary benefits shall be in effect:

A. Salary Schedule - Permanent Appointments - 95-96 Hiring Rates

<u>LEVEL</u>	<u>JOB CLASSIFICATIONS</u>	<u>10 MONTH</u>	<u>11 MONTH</u>	<u>12 MONTH</u>
1.	Clerk I	\$14,204	\$15,597	\$17,258
2.	Typist I	14,913	16,587	18,120
3.	Steno I, Acct Clk I/Acct/Clk-Typ I	15,624	17,378	18,983
4.	Typist II	16,334	18,167	19,847
5.	Steno II	17,044	18,957	20,709

Hiring rates will be adjusted by 3.5% for the 1996-97 and 1997-98 school years.

- B. The Office Personnel salaries are based on a seven and one half (7 1/2) hour workday as follows for the purposes of computing an hourly rate for extra duty.

10 month employees: 214 days, 1,605 annual hours.  
11 month employees: 238 days, 1,785 annual hours.  
12 month employees: 260 days, 1,950 annual hours.

Article XX (contd)

- C. For each year of this contract (95-96, 96-97, 97-98), all returning bargaining unit members will receive a four (4%) increase applied to the previous year's base.
- D. Salary for individuals receiving a provisional appointment will be five (5%) percent less than their appropriate level placement. However, if individuals have rendered permanent service in the bargaining unit immediately preceding the movement from one (1) level upward to another, the five (5%) percent reduction for provisional appointment cannot result in a salary less than the individuals were receiving in their prior permanent position.
- E. Upon permanent appointment individuals moving from one job classification level to another will receive a minimum increase equal to five (5%) percent of the appropriate Level 1.
- F. Positions will be classified as to duties and responsibilities in accordance with the State of New York Civil Service Law and the rules and regulations of the Onondaga County Department of Personnel.

G. Longevity

A longevity increment in the amount of one hundred (\$100) dollars will be paid after ten (10) years of full time service with the West Genesee Central School District. Additional longevity increments in the amount of one hundred (\$100) dollars will be paid after fifteen (15), twenty (20), and twenty-five (25) years of service. The longevity payments will be paid on a fiscal year basis beginning in the school fiscal year (July 1) succeeding the year in which the ten, fifteen, twenty and/or twenty-five years of service have been completed.

Part-time service under the conditions outlined above will be paid on a prorated basis.

Longevity payments will be phased in during the course of this agreement in the following manner:

10 Year Longevity.....	1995-96
15 Year Longevity.....	1996-97
20 and 25 Years Longevity.....	1997-98

- 2 Positions are classified according to duties and responsibilities. Civil Service examinations are required.

3. Extra Pay for Extra Duty

Beginning on July 1, 1988, bargaining unit members who work beyond their regularly scheduled hours, at the request of their supervisor, will be reimbursed according to the following schedule: regular hourly rate for hours worked up to forty (40) in one (1) week.

Mutually agreed upon compensatory time may be arranged in lieu of extra pay as noted above.

## ARTICLE XXI

### PERB Requirements

#### Section 1:

No article or section in this Agreement shall be in violation of the Civil Law, the laws and regulations of the New York State Department of Civil Service or any other law, Local, State or Federal.

## ARTICLE XXII

### Taylor Law Clause

1. Any written Agreement between a public employer and employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not be effective until the appropriate legislative body has given approval."

2. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such admission and shall read aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee.

Public employees employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this Section.

## ARTICLE XXIII

### Grievance

#### Section 1.

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within five (5) working days of the date of occurrence of the event over which the grievance is made, and be processed in accordance with the following steps, time limits, and conditions:

#### Step 1.

The grievants shall first (1st) take up their grievance with their immediate supervisor, and if requested by the grievants, a designated member of the Association will be given an opportunity to be present.



Article XXIII (contd)

Step 2.

If the grievance is not settled at Step 1, the grievants may within five (5) working days of the date of occurrence of the event over which grievance is made, reduce the same to writing and deliver to their principal or next level of supervision, who shall within five (5) working days after receipt give his written answer.

Step 3.

If the grievance is not settled by the written answer in Step 2, the grievants may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Association's Grievance Committee within ten (10) working days of receipt of the notice of appeal. The Superintendent or his designated representative shall give his written answer to the grievants within ten (10) working days after the close of the discussion.

Step 4.

If the grievance is not settled by the written answer of the Superintendent or his representative, the grievants may further appeal by giving written notice thereof to the Clerk of the Board within five (5) working days of the conclusion of Step 3. The Clerk of the Board, within fifteen (15) working days after the receipt of the appeal shall submit the grievance to the Board of Education who shall discuss same with Association Grievance Committee in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of the discussion.

Section 2. Arbitration

If not settled by the written answer of the Board of Education, the grievants may further appeal by giving written notice thereof to the American Arbitration Association.

1. The arbitration proceeding shall be conducted under the rules of the American Arbitration Board.
2. The arbitration shall have no power or authority to add to, subtract from, or modify, change or alter any of the provisions of this Agreement.
3. The decision of the Arbitrator shall be advisory upon both parties.
4. Fees and expenses of this arbitration shall be borne equally by the West Genesee School District and the Office Personnel Association.

Section 3.

If the District or any designated representative thereof fails at any step to hold a conference or give an answer within the time limits provided, the grievants at their election may advance to the next step in this procedure.

ARTICLE XXIV

School Calendar

Observance of the Wednesday before Thanksgiving Day and any give back snow days will be the same for office personnel as for teachers.

ARTICLE XXV

Entire Agreement

This Agreement contains the entire Agreement between the parties on the subject matters set forth herein, and may be modified and amended only by written Agreement of the parties

ARTICLE XXVI

Duration

This Agreement shall become effective July 1, 1995, and continue in full force through June 30, 1998.

Union Days

The President and/or her designee(s) will get three (3) days off with pay for attendance at State and National Conventions (e.g. NYSUT Representative Assembly) and for legal proceedings involving the Union and District (e.g. Arbitration Hearings, PERB Hearings and/or Court appearances). The Association will pay for substitutes if needed.

ASSOCIATION

DISTRICT

Martine Austin  
President

Anthony C. Adams  
Superintendent of Schools

Pat M. Loder, Jr.  
Clerk of the Board

Date: 8/21/95

Date: 8/21/95